

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO**

JENNIFER ROYLES,

Plaintiff,

v.

SJG ACQUISITION CORPORATION  
D/B/A SAN JUAN GAS; AIDA  
KOGAN; LAWRENCE KOGAN  
HUBERMAN; VAYA LLC; THE  
OYSTER SHACK LLC; EBIKES  
SAN JUAN LLC; JOHN DOE;  
JAMES ROE, and ABC,  
INSURANCE COMPANIES,

Defendants.

Civil No. 23-cv-01384 (MAJ)

RE: TORT ACTION FOR NEGLIGENCE  
PURSUANT TO ARTICLES 1536 & 1540,  
31 L.P.R.A

JURY TRIAL DEMANDED

**FIRST AMENDED COMPLAINT**

**TO THE HONORABLE COURT:**

**APPEARS NOW** the Plaintiff, JENNIFER ROYLES, through the undersigned counsel, and hereby states, alleges, and requests as follows:

**JURISDICTIONAL BASIS**

1. This case is based upon diversity jurisdiction under 28 U.S.C. §1332.
2. Plaintiff is citizen of and is domiciled in the state of Pennsylvania.
3. All Defendants are individuals, corporations, business entities, or partnerships who are citizens of Puerto Rico or of a state other than Pennsylvania.

4. The matter in controversy exceeds the sum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00), exclusive of interest and costs, thus vesting jurisdiction on this Honorable Court pursuant to 28 U.S.C. § 1332.
5. Venue is proper in the District of Puerto Rico pursuant to 28 U.S.C. §1391 since the events and acts or omissions giving rise to this claim occurred in this district.

### **THE PARTIES**

6. Plaintiff JENNIFER ROYLES (“Plaintiff” or “Jennifer”) is of legal age, a citizen and domiciled in the state of Pennsylvania.
7. Codefendant SJG ACQUISITION CORPORATION D/B/A SAN JUAN GAS (“San Juan Gas”), upon knowledge and belief, is a corporation organized, existing, and with its principal place of business in Puerto Rico or a state other than Pennsylvania, which provided the flammable gas through gas lines located on the commercial locale at 1108 Magdalena Street, San Juan, Puerto Rico, where Plaintiff was burned on August 1st, 2022.
8. Codefendants AIDA KOGAN and LAWRENCE KOGAN HUBERMAN, upon knowledge and belief, are of legal age, resident and domiciled in Puerto Rico or a state other than Pennsylvania, and owners of the property at 1108 Magdalena Street, San Juan, Puerto Rico, where Plaintiff was burned on August 1st, 2022.
9. Codefendant VAYA LLC, upon knowledge and belief, is a corporation organized, existing, and with its principal place of business in Puerto Rico or a state other than Pennsylvania, and the administrator of the locale at 1108 Magdalena Street, San Juan, Puerto Rico, that it rented out to EBIKES SAN JUAN LLC where Plaintiff was burned on August 1st, 2022.

10. Codefendant THE OYSTER SHACK LLC, (“Oyster Shack”), upon knowledge and belief, is a corporation organized, existing, and with its principal place of business in Puerto Rico or a state other than Pennsylvania, that operates a restaurant named Oyster Shack in a commercial space at 1108 Magdalena Street, San Juan, Puerto Rico, on whose premises Plaintiff suffered burns on August 1, 2022
11. Codefendant EBIKES SAN JUAN LLC (“Ebikes San Juan”), upon knowledge and belief, is a corporation organized, existing, and with its principal place of business in Puerto Rico or a state other than Pennsylvania, who rented the commercial space at 1108 Magdalena Street, San Juan, Puerto Rico, on whose premises Plaintiff suffered burns on August 1st, 2022.
12. Codefendants JOHN DOE and JAMES ROE are unknown joint tortfeasors to be later replaced by their actual names which may become known through further discovery in this litigation and who may be liable to Plaintiffs for the damages suffered, in whole or in part, for the actions and/or omissions herein described, encompassing the relevant period.
13. Codefendants ABC INSURANCE COMPANIES are corporations organized or operating under the laws of the Commonwealth of Puerto Rico or of a state other than Pennsylvania, which are authorized to do business in Puerto Rico, and which insure one or more co-defendants for the acts and/or omissions described herein and/or are liable for the injuries and damages sustained by Plaintiff.

### **GENERAL ALLEGATIONS**

14. On August 1st, 2022, Jennifer reported to work at about 11:00 am at Oyster Shack, a seafood restaurant located at 1108 Magdalena Street, San Juan, Puerto Rico.

15. Unknown to Jennifer, Oyster Shack's management had previously reported a gas leak on the premises to San Juan Gas.
16. A uniformed employee from San Juan Gas arrived at Oyster Shack and requested to speak to a manager.
17. The San Juan Gas employee was told by an Oyster Shack employee that none was present on premises.
18. The San Juan Gas employee left the Oyster Shack premises without investigating the gas leak.
19. The San Juan Gas employee left without providing any notice or warning of the gas leak to those on premises.
20. After the San Juan Gas employee left Oyster Shack premises, all employees, including Jennifer, resumed their regular work routine since they did not know about the gas leak.
21. At about 2:00 pm, Jennifer went out to the shed in the back of the restaurant, which served as a storage and locker room area (hereinafter "the back area") to take her smoking break and retrieve some oysters.
22. While inside the back area, Jennifer lit her lighter, and as soon as she did, she heard a scorching sound followed by a large ball of fire that emerged from within the same room.
23. Jennifer tried to escape the fire and get out of the back area, but the fire prevented her.
24. Oscar, a co-worker, came to her aid and provided her with an apron to cover her face and upper body extremities and helped her escape the back area.
25. Once out of the back area, Jennifer desperately ran to the restaurant's front area screaming and in excruciating pain.

26. Jennifer's coworkers watched in shock and proceeded to call 911 for an ambulance and the fire department.
27. Once the ambulance came, Jennifer was rushed to Hospital Industrial's burn unit.
28. After Jennifer was severely burned by the gas explosion, Oyster Shack's owner and manager, Jaime Rodriguez, instructed all other Oyster Shack employees to keep working as usual, as if nothing had happened.
29. Jennifer was hospitalized and received medical treatment for burns all over her body.
30. Jennifer's burns also included her face, part of her hair, arms, and hands.
31. Jennifer was finally discharged from the hospital's burn unit on August 26th, 2022.
32. The fire department reported that the fire had occurred due to a gas leak within the back area of Oyster Shack.
33. Prior to the fire, the gas leak had been reported to San Juan Gas by, or at the direction of, Oyster Shack's owner and manager, Jaime Rodriguez.
34. Oyster Shack's employees would constantly use the back area where the gas fire occurred, and this was known by Oyster Shack's management.
35. The gas line in the back area was exposed, unattended, and accessible to anyone who would go in and out of said back area.
36. Jennifer never knew, nor was she ever warned, about a gas leak in the back area of Oyster Shack.
37. Codefendants failed in their non-delegable duty of care to provide a reasonably safe premise to those who occupied it.

38. Codefendants knew or should have known that a gas line without proper inspection, maintenance and repair created a foreseeable risk of gas leakage and fire, but failed to take adequate measures to prevent it.
39. None of the Codefendants complied with their respective duty of care to prevent and/or warn against the gas fire that severely injured Jennifer.
40. The gas leak and fire that caused damage to Jennifer was an unfortunate event that was foreseeable and could have been prevented by all Codefendants but was not.
41. Codefendants, by their reckless, careless, and negligent behavior, directly contributed to the foreseeable occurrence of the gas fire at Oyster Shack and, thus, are directly liable for Jennifer's damages.
42. The gas explosion caused considerable and ongoing physical and emotional damages to Jennifer, as a direct result of all Codefendants' recklessness and negligent acts and omissions, and for which they are all jointly and severally liable.

**FIRST CAUSE OF ACTION**  
**NEGLIGENCE UNDER ARTICLES 1536 & 1540 OF THE PUERTO RICO CIVIL  
CODE AGAINST SJG ACQUISITION CORPORATION D/B/A SAN JUAN GAS**

43. The allegations contained above are incorporated by reference as if again fully set forth herein.
44. On August 1st, 2022, San Juan Gas was the company that provided flammable gas to a gas line that ran thru Oyster Shack's premises.
45. On or before August 1st, 2022, San Juan Gas was notified of a gas leak at Oyster Shack's premises.
46. San Juan Gas documented that reported gas leak at Oyster Shack's premises.

47. As a result of the reported gas leak, San Juan Gas sent an employee to investigate the reported gas leak at Oyster Shack.
48. On the morning of August 1st, 2022, a San Juan Gas employee arrived at Oyster Shack, wearing a shirt with San Juan Gas's company logo.
49. The San Juan Gas employee spoke to an Oyster Shack employee.
50. The meeting between the San Juan Gas employee and Oyster Shack's employee was witnessed by multiple employees of the aforesaid restaurant.
51. The San Juan Gas employee requested to speak to a manger and in absence of a manager, he simply proceeded to leave Oyster Shack premises.
52. The San Juan Gas employee failed to investigate the gas leak.
53. The San Juan Gas employee failed to repair or cut off the gas leak.
54. The San Juan Gas employee failed to warn Jennifer or anyone on Oyster Shack's premises about the reported gas leak.
55. On August 1st, 2022, the San Juan Gas employee failed to inform, instruct, guide, warn, or communicate in any way the gas leak to Oyster Shack employees, such as Jennifer, so they could protect themselves and take the necessary precautions to prevent a gas explosion.
56. On August 1st, 2022, San Juan Gas, and its employees and supervisors failed to send a competent employee to fully investigate the gas leak and complete the job he was set out to do, by not finding, fixing and/or warning about the gas leak, thus endangering the lives of all within the premises of Oyster Shack's commercial space.
57. Once placed on notice of a gas leak, San Juan Gas had a non-delegable duty to ensure that the flammable gas did not create an unreasonable danger to others.

58. On August 1st, 2022, San Juan Gas and its employees, had knowledge of the reported gas leak yet recklessly failed, and without justification, to timely address and follow up on it before the gas fire occurred.
59. San Juan Gas and its employees knew or should have known that a gas explosion and fire could occur due to a gas leak, yet they failed to prudently act to address, investigate, repair, or warn about the gas leak in time despite of being available to do so, putting the lives of all Oyster Shack personnel and Jennifer in danger or in harm's way.
60. The gas explosion and Plaintiff's damages were easily foreseeable and preventable, yet San Juan Gas did not prudently act upon the knowledge of the reported gas leak.
61. Thus, San Juan Gas is directly responsible for Plaintiff's damages and directly contributed to the foreseeable occurrence of the gas fire at Oyster Shack.
62. Codefendant San Juan Gas insured the property to cover damages such as the ones caused to Plaintiff for this accident.
63. As a direct result of San Juan Gas, and its employees' recklessness, negligent acts and omissions, Jennifer sustained physical, emotional, and mental damages.
64. Codefendant San Juan Gas through its personnel and employees caused damages to Plaintiff through fault or negligence in violation of 31 L.P.R.A. § 10801, 10805.

**SECOND CAUSE OF ACTION**  
**NEGLIGENCE UNDER ARTICLES 1536 OF THE PUERTO RICO CIVIL CODE**  
**AGAINST AIDA KOGAN and LAWRENCE KOGAN HUBERMAN - PROPERTY**  
**OWNERS**

65. The allegations contained above are incorporated by reference as if again fully set forth herein.



66. On or about August 1st, 2022, Aida Kogan and Lawrence Kogan Huberman were the owners of the commercial property located at number 1108 Magdalena Street, San Juan, Puerto Rico.
67. On or about August 1st, 2022, Aida Kogan and Lawrence Kogan Huberman were leasing the aforesaid commercial property through Vaya LLC to Ebikes San Juan.
68. Ebikes San Juan in turn rented or, otherwise allowed Oyster Shack to operate on that premise.
69. Aida Kogan and Lawrence Kogan Huberman, as property owners, had a non-delegable duty to prevent dangerous conditions on her property and are liable for personal injuries suffered by third parties as a result of their negligence, lack of care, and omissions of duties as owners of the commercial property.
70. Aida Kogan and Lawrence Kogan Huberman, as the property owners, knew or should have known that there was a gas line on their property that was being rented out to third parties.
71. Aida Kogan and Lawrence Kogan Huberman, as the property owners, knew or should have known that a gas explosion or fire could occur due to a leaking gas line, yet they failed to take the necessary measures provide proper maintenance to the commercial space they owned and were leasing, putting the lives of all Oyster Shack personnel such as Plaintiff in danger or in harm's way.
72. Aida Kogan and Lawrence Kogan Huberman, as the property owners, should have known that a gas line without proper, inspection, maintenance creates a foreseeable risk of gas leakage, and fire, which ultimately happened and severely hurt Plaintiff.

73. At all times herein mentioned, it was the duty of Aida Kogan and Lawrence Kogan Huberman as owners of the property to provide a suitable and safe premise that did not present potential injury to those using the commercial space from foreseeable and preventable dangerous conditions.
74. Aida Kogan and Lawrence Kogan Huberman recklessly and negligently failed to ensure the commercial space they were leasing was safe through proper inspection and proper maintenance of gas lines.
75. The lease agreement in place between Ebikes San Juan and Vaya LLC does not address or release Aida Kogan and Lawrence Kogan Huberman from their non-delegable duty towards third parties to provide a reasonably safe premise.
76. Codefendants Aida Kogan and Lawrence Kogan Huberman, as property owners, caused damages to Plaintiff through fault or negligence in violation of 31 L.P.R.A. § 10801, 10805.
77. Codefendants Aida Kogan and Lawrence Kogan Huberman, as property owners, insured the property to cover damages caused Plaintiff for this accident.
78. Thus, as a direct result of Aida Kogan's and Lawrence Kogan Huberman's recklessness, negligent acts and omissions, Jennifer sustained physical, emotional, and mental damages.

**THIRD CAUSE OF ACTION**  
**NEGLIGENCE UNDER ARTICLES 1536 & 1540 OF THE PUERTO RICO CIVIL**  
**CODE**  
**AGAINST VAYA LLC-LESSOR ADMINISTRATOR**

79. The allegations contained above are incorporated by reference as if again fully set forth herein.

80. Codefendant Vaya LLC, its personnel and employees caused damages to Plaintiff through fault or negligence in violation of 31 L.P.R.A. § 10801, 10805.
81. On or about August 1st, 2022, Vaya LLC, was the administrator and entity with legal authority to lease the property located at 1108 Magdalena Street, San Juan, Puerto Rico.
82. On or about August 1st, 2022, Vaya LLC was leasing the commercial property at 1108 Magdalena Street, San Juan, Puerto Rico to Ebikes San Juan.
83. Vaya LLC., as administrator and/or lessor, had the non-delegable duty to inspect, repair and warn, or otherwise ensure the safety of the property it was leasing out to Ebikes San Juan.
84. The lease agreement between Ebikes San Juan and Vaya LLC does not release the latter from responsibility for personal injuries suffered by third parties as a result of its negligence, lack of care, and omissions of duties as administrator of the commercial property.
85. Vaya LLC knew or should have known that it had gas lines on the property it leased out and that a gas explosion or fire could occur due to improperly maintained gas lines, yet they failed to provide proper inspection or maintenance to the commercial space it was leasing, or warning to the lessee, thereby putting the lives of all Oyster Shack personnel, including Jennifer, in danger or in harm's way.
86. Vaya LLC should have known that a gas line without proper maintenance creates a foreseeable risk of gas leakage and explosion, which ultimately happened and severely hurt Plaintiff.
87. At all times herein mentioned, it was the non-delegable duty of Vaya LLC, to provide a suitable and safe premise that did not present potential injury to those using the

commercial space they were leasing due to foreseeable, and easily preventable, dangerous conditions such as the improperly maintained gas lines at Oyster Shack.

88. Vaya LLC recklessly and negligently failed to ensure the commercial space they were leasing was safe through proper inspection and proper maintenance of the gas lines at issue here.
89. Codefendant Vaya LLC insured the property to cover damages such as the ones caused to Plaintiff in this accident.
90. As a direct result of Vaya LLC's recklessness, negligent acts and omissions, Jennifer sustained physical, emotional, and or mental damages.

**FOURTH CAUSE OF ACTION**  
**NEGLIGENCE UNDER ARTICLES 1536 & 1540 OF THE PUERTO RICO**  
**CIVIL CODE AGAINST OYSTER SHACK LLC**

91. The allegations contained above are incorporated by reference as if again fully set forth herein.
92. As of August 1st, 2022, the day of the incident, neither Oyster Shack nor Ebikes San Juan were insured under the State Insurance Fund of Puerto Rico ("SIF").
93. Consequently, the incident of August 1st, 2022 alleged in the instant complaint was not covered by any registered policy at SIF and thus, neither Oyster Shack nor Ebikes San Juan have immunity under Act No. 45 of April 18th, 1935, as amended, "Compensation System for Work-Related Accidents Act".
94. It was not until the day after Jennifer's accident, that an SIF policy was bought by Oyster Shack's President, Jaime Rodriguez.
95. The belatedly purchased policy was issued on behalf of Ebikes San Juan and not on behalf of Oyster Shack; the latter being Plaintiff's employer.

96. On or about August 1st, 2022, Oyster Shack owned, managed and/or operated the restaurant where the incident at issue happened.
97. On or about August 1st, 2022, Oyster Shack was responsible for operating and maintaining the restaurant premises, including the gas lines that were leaking and that caused the explosion that caused damages to Plaintiff.
98. At all times herein mentioned, it was the duty of Oyster Shack to provide suitable and safe premises that did not present potential injury to the employees of the restaurant, such as Plaintiff, due to the foreseeable and easily preventable dangerous conditions such as gas leaking lines.
99. Furthermore, on or about August 1st, 2022, Oyster Shack failed to provide proper maintenance to the gas lines so that they did not represent potential injury to employees, such as Plaintiff, due to foreseeable dangerous conditions such as gas leaking pipelines.
100. Oyster Shack, his owner, president, agents, servants, officers, and/or employees, failed to warn its employees, such as Plaintiff, that there was a gas leak and that a San Juan Gas employee was coming to the restaurant premises to check it out or fix it, thus putting their lives in danger.
101. Oyster Shack, his owner, president, agents, servants, officers, and/or employees, were aware of the gas leak but failed to communicate it to its employees, such as Plaintiff, leaving them defenseless when facing a gas explosion/fire such as the one that occurred and caused permanent damages to Plaintiff.
102. Oyster Shack, its owner, president, agents, servants, officers, and/or employees acted negligently, carelessly, and recklessly by failing to properly ensure that the gas lines

received proper maintenance to render them safe and in suitable condition to be near them without danger of fire.

103. Oyster Shack, its owner, president, agents, servants, officers, and/or employees acted negligently, carelessly, and recklessly by failing to be present at the restaurant premises when the San Juan Gas employee came to the restaurant to check or fix the leaking gas line.
104. Oyster Shack, its owner, president, agents, servants, officers, and/or employees acted negligently, carelessly, and recklessly by failing to instruct its employees not to come near the gas leak, considering the fact that the gas leak was located in the back area of the restaurant, which was frequently used by employees of Oyster Shack.
105. Oyster Shack, through its owner and manager, Mr. Rodriguez, knew or should have known that a gas explosion could occur as that is one of the main threats of a gas leak, yet they failed to warn its employees, such as Plaintiff, of the gas leak thereby putting their lives in danger or in harm's way.
106. Oyster Shack, through owner and manager, Mr. Rodriguez had a duty to secure this gas line, provide regular and adequate maintenance and service to it, and if it was not in use or being supplied with gas regularly, then it should have been disabled, permanently shut down, or removed altogether to prevent an accident such as this one to happen, and to ensure the safety of the employees and customers.
107. Therefore, the gas explosion that caused damages to Plaintiff was a direct result of Oyster Shack's recklessness, negligent acts, and omissions.
108. Codefendant Oyster Shack, caused damages to Plaintiff through fault or negligence in violation of 31 L.P.R.A. § 10801, 10805.

109. Codefendant Oyster Shack insured the property to cover damages caused to Plaintiff for this accident.
110. As a direct result of Oyster Shack, recklessness, negligent acts and omissions, Jennifer sustained physical, emotional, and mental damages.

**FIFTH CAUSE OF ACTION**  
**NEGLIGENCE UNDER ARTICLES 1536 & 1540 OF THE PUERTO RICO CIVIL**  
**CODE. AGAINST THE EBIKES SAN JUAN LLC-LESSEE**

111. The allegations contained above are incorporated by reference as if again fully set forth herein.
112. On or about August 1st, 2022, Ebikes San Juan was renting the commercial property and allowed Oyster Shack to operate its restaurant on the premises.
113. On or about August 1st, 2022, Ebikes San Juan, was owned and operated by Jaime Rodriguez.
114. On or about August 1st, 2022, Ebikes San Juan, was responsible for operating and maintaining the aforementioned commercial space, to ensure the safety of those allowed on premises.
115. At all times herein mentioned, it was the duty of Ebikes San Juan, to provide a suitable and safe premise that did not present potential injury to those using the commercial space they were renting due to foreseeable and easily preventable dangerous conditions such as improperly maintained gas lines.
116. On or about August 1st, 2022, Ebikes San Juan, failed to provide proper inspection, maintenance of the premises to prevent dangerous conditions that could cause injury to those entering and using the commercial space such, as Plaintiff, due to foreseeable dangerous conditions such as gas leaking pipelines.

117. Ebikes San Juan, acted negligently, carelessly, and recklessly by failing to properly ensure that the gas lines received proper inspection, maintenance and/or warning to render them safe and in suitable condition to be near them without danger of fire.
118. Ebikes San Juan, knew or should have known that a gas explosion could occur as that is one of the main threats of an improperly maintained gas line, yet they failed to provide proper maintenance to the commercial space they were renting, thereby putting the lives of all Oyster Shack personnel, such as Plaintiff, in danger or in harm's way.
119. Codefendant Ebikes San Juan, caused damages to Plaintiff through fault or negligence in violation of 31 L.P.R.A. § 10801, 10805.
120. Codefendant Ebikes San Juan insured the property to cover damages caused to Plaintiff for this accident.
121. As a direct result of Ebikes San Juan's recklessness, negligent acts and omissions, Jennifer sustained physical, emotional, and mental damages.

**SIXTH CAUSE OF ACTION**  
**NEGLIGENCE UNDER ARTICLE 1536 OF THE PUERTO RICO CIVIL CODE**  
**AGAINST JOHN DOE AND JAMES ROE UNKNOWN JOINT TORTFEASORS**

122. The allegations contained above are incorporated by reference as if again fully set forth herein.
123. Codefendants John Doe and James Roe are so designated for lack of knowledge at this point in the proceedings.
124. Codefendants John Doe and James Roe caused damage to Plaintiffs through fault and/or negligence in violation of 31 PR. Laws Ann. (Article 1536 of Puerto Rico's Civil Code).



125. As a direct and proximate result of the negligence of Codefendants John Doe and James Roe, Plaintiff sustained physical, emotional, mental, and economic damages.
126. Codefendants John Doe and James Roe insured the property to cover damages caused to Plaintiff for this accident.
127. As a result, Codefendants John Doe and James Roe are liable to Plaintiffs for the damages caused to them.

**SEVENTH CAUSE OF ACTION**  
**NEGLIGENCE OF A, B, and C INSURANCE COMPANIES**

128. The factual allegations contained above are restated herein in full.
129. The insurance companies of any named or unnamed defendants, the A, B, and C Insurance Companies, are directly liable for the fault or negligence of their insured/s pursuant to 26 L.P.R.A. § 2001.
130. Pursuant to 26 L.P.R.A. § 2003, an action against an insurer may be brought separately or may be joined with an action against the insured.

**DAMAGES**

131. The allegations contained above are incorporated by reference as if again fully set forth herein.
132. As a result of the negligent acts or omissions of codefendants, Jennifer suffered physical, emotional, and mental damages.
133. Jennifer suffered physical and emotional trauma when engulfed by a ball of fire and could not escape.
134. When Jennifer finally escaped the fire, she ran out suffering unbearable pain all over her burned skin.

135. For almost an entire month that Plaintiff was hospitalized she suffered terrible pain from the burns to so many parts of her body.
136. Jennifer had to undergo extremely painful skin debridement twice a day without sedation throughout her hospitalization.
137. The skin debridement procedure was done with a special sponge that had bristles and was used by nurses to scrub away the burned skin, leaving it raw and bleeding.
138. The purpose of the excruciatingly painful skin debridement was to clean Jennifer's second-degree burns, to avoid infection and to cause new skin to regenerate.
139. The debridement was performed without anesthesia and inflicted excruciating pain on Jennifer, who unsuccessfully pleaded with hospital personnel not to clean her burns to be spared the pain of the debridement.
140. Plaintiff has never felt greater pain in her life than when her burn wounds were treated, cured, and debrided at Hospital Industrial.
141. During the month she was hospitalized, Jennifer also experienced anxiety, stress and extreme sadness since she constantly worried about infection and looking disfigured.
142. Even after she was discharged from the hospital, it took Jennifer many months for her burns to physically heal.
143. To this day, Jennifer still has very visible burn scars covering most of her left arm.
144. As a result of this incident, the areas where Jennifer suffered burns feels tender to the touch and is more prone to injuries.
145. This incident continues to affect her everyday life since rubbing anything against her burns feels painful, sensitive, or uncomfortable, making simple daily tasks such as dressing herself more challenging to complete.

146. Jennifer's burned still skin feels tight, and she cannot move her left arm in the same way before the incident happened, since the movement feels unnatural and different from her right arm, which was not burned as severely.
147. Jennifer was hospitalized for almost a month, and she lost a lot of strength in both her arms to the point that lifting or carrying things requires more effort.
148. Plaintiff also suffers from flashbacks of what happened and gets anxious when she thinks or talks about it.
149. Jennifer feels uncomfortable when watching scenes where there is a fire or explosion.
150. This incident and what ensued thereafter, have traumatized Jennifer to the extent that she fears fire and activities surrounding it.
151. Jennifer was left with visible red scars on her body that make her uncomfortable and ashamed and has affected her mental well-being and self-confidence.
152. Jennifer has to cover her burned areas that are unsightly and too sensitive to sunlight.
153. Jennifer's total physical damages caused by the gas fire, including the physical pain suffered before during and after her hospitalization, medical treatment and her ongoing physical damages, as a consequence of this tragic incident, have a reasonable value of no less than **FOUR HUNDRED AND FIFTY THOUSAND DOLLARS (\$450,000.00)**.
154. Jennifer's total emotional and psychological damages caused by the gas fire, including the pain, stress, and suffering experienced before during and after her hospitalization, and the resulting ongoing emotional trauma, as a consequence of this tragic incident, have a reasonable value of no less than **THREE HUNDRED THOUSAND DOLLARS (\$300,000.00)**.

155. These are ongoing damages and will continue to accrue.

**TRIAL BY JURY DEMANDED**

156. Plaintiff hereby demand trial by jury.

**WHEREFORE**, Plaintiff demands judgment against Defendants, jointly and severally, in the amount of no less than **SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS (\$750,000.00)** plus costs incurred, reasonable attorneys' fees, and such other and further relief as to this Honorable Court may deem just and proper.

**RESPECTFULLY SUBMITTED.**

In San Juan, Puerto Rico, this 27th of July 2023.

**INDIANO & WILLIAMS, P.S.C.**

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